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9 AEROJET ROCKETDYNE, INC. and
10 CORDOVA CHEMICAL COMPANY

11 UNITED STATES DISTRICT COURT
12 FOR THE EASTERN DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 v.

16 AEROJET-GENERAL CORPORATION and
17 CORDOVA CHEMICAL COMPANY,

18 Defendants.

19 AND RELATED ACTION.

Civil Case No.: CIVS-86-0063-GEB

AMENDED

**STIPULATION AND ORDER
RE: PARTIAL CONSENT
DECREE PROVISION
RELATING TO EXHIBIT I-4
LAND**

20
21 WHEREAS, this Court entered a Partial Consent Decree (“PCD”) on June 23, 1989, by
22 and among Plaintiffs, the United States of America and the State of California, on the one hand,
23 and Defendants, Aerojet Rocketdyne, Inc. (formerly named Aerojet-General Corporation) and
24 Cordova Chemical Company (collectively, “Aerojet”), on the other hand, which has been
25 modified from time to time;

26 WHEREAS, Paragraph 5(A)(1)(c) of the Partial Consent Decree establishes the basis for
27 when a location of Exhibit I-4 Land is to be included in an obligation to complete a Remedial
28 Investigation/Feasibility Study (“RI/FS”):

1 (c) Any location on Exhibit I-4 land to the extent that Aerojet contributed
2 hazardous substances at the location and

3 (i) the total amount of hazardous substances contributed by
4 potentially responsible parties, including Aerojet, is de minimis as provided
5 in Section 122(q)(1)(A) of CERCLA; and

6 (ii) Aerojet or Plaintiffs discover such release or threat of release of
7 hazardous substances while taking action pursuant to this Decree.

8 WHEREAS, the RI/FS process under the Partial Consent Decree has been ongoing since
9 1989 and subparagraph (c) of Paragraph 5(A)(1) has never been invoked, and no source has
10 been so identified under Paragraph 5(A)(1)(c);

11 WHEREAS, the PCD only pertains to the RI/FS process, and any subsequent remedial
12 action would have to be conducted under an additional enforcement mechanism;

13 WHEREAS, the inclusion of the I-4 land in the PCD at Paragraph 5(A)(1)(c) creates a
14 cloud on the title of this land, and if a source area were ever to be discovered on Exhibit I-4 land
15 for which Aerojet is responsible, there are other enforcement authorities that the Agencies may
16 invoke that are not impaired by this Stipulation and Order;

17 WHEREAS, the Parties agree that the PCD shall be modified to delete subparagraph (c)
18 of Paragraph 5(A)(1) and Exhibit I-4, as well as the reference to Exhibit I-4 in the Table of Contents.
19 A copy of the current PCD pages containing Paragraph 5(A)(1)(c), Exhibit I-4 and the Table of
20 Contents are attached herein as Attachment 1 for reference; and

21 WHEREAS, the Parties agree that the deletion proposed herein does not eliminate or
22 impair any enforcement authority of the United States or the State of California under applicable
23 law as to any release or threat of release of hazardous substances except to the extent that the
24 United States and the State of California are agreeing to release Aerojet from its obligations as to
25 Exhibit I-4 Land under the PCD.

26 ///

27 ///

28 ///

1 NOW, THEREFORE, in light of the foregoing recitals:

2 IT IS HEREBY STIPULATED by the Parties through their respective attorneys of record
3 that:

4 1. Subparagraph (c) of Paragraph 5(A)(1) of the PCD be deleted such that the
5 following language no longer be included in the PCD:

6 *c) any location on Exhibit I-4 land to the extent that Aerojet contributed*
7 *hazardous substances at the location and*

8 *(i) the total amount of hazardous substances contributed by*
9 *potentially responsible parties, excluding Aerojet, is de minimis as provided*
10 *in Section 122(q)(1)(A) of CERCLA; and*

11 *(ii) Aerojet or Plaintiffs discovers such release or threat of release of*
12 *hazardous substances while taking action pursuant to this Decree.*

13 2. Exhibit I-4 be deleted from the PCD and the reference to Exhibit I-4 in the Table
14 of Contents to the PCD be deleted; and

15 3. This Stipulation does not eliminate or impair any enforcement authority of the
16 United States or the State of California under applicable law as to any release or threat of release
17 of hazardous substances.

18
19 **IT IS SO STIPULATED.**

20
21 DATED: May 22, 2015

COVINGTON & BURLING LLP

22 By /s/ Lawrence A. Hobel

23 Lawrence A. Hobel
24 Attorneys for Defendants
25 AEROJET ROCKETDYNE, INC. and
CORDOVA CHEMICAL COMPANY

26 ///

27 ///

28 ///

1 DATED: May 22, 2015

UNITED STATES DEPARTMENT OF
JUSTICE

2
3
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17 Supervising Deputy Attorney General
18 Attorneys for CALIFORNIA CENTRAL
19 VALLEY REGIONAL WATER QUALITY
20 CONTROL BOARD and DEPARTMENT OF
21 TOXIC SUBSTANCES CONTROL (as
22 successor-in-interest to State Department of
23 Health Services)

24 **IT IS SO ORDERED.**

25 DATED: May 28, 2015

26 

27 Honorable Garland E. Burrell, Jr.
28 United States District Court Judge

ATTACHMENT 1

1
2 (ii) the release or threat of release is
3 from a discharge from Aerojet Deep Injection Well No. 1 or
4 No. 2 and was not into the Mehrten formation or any formation
5 above the Mehrten formation.

6 (b) any location on the land described in
7 Exhibit I-3 (McDonnell-Douglas Property) to the extent that

8 (i) Aerojet generated, transported,
9 disposed of, treated, or arranged for treatment or disposal of
10 hazardous substances at the location; or

11 (ii) Aerojet owned, operated or leased the
12 area at the time of disposal of hazardous substances at the
13 location; except to the extent that the release or threat of
14 release results from activities of third parties (not acting
15 as agents of or in concert with Aerojet while undertaking such
16 activities) at the location and the harm to public health or
17 the environment resulting from the release or threat of
18 release is divisible from the harm, if any, resulting from
19 Aerojet's activities at such location.

20 (c) any location on Exhibit I-4 land to the
21 extent that Aerojet contributed hazardous substances at the
22 location and

23 (i) the total number of hazardous
24 substances contributed by potentially responsible parties,
25 excluding Aerojet, is de minimus as provided in Section
26 122(g) (1) (A) of CERCLA; and

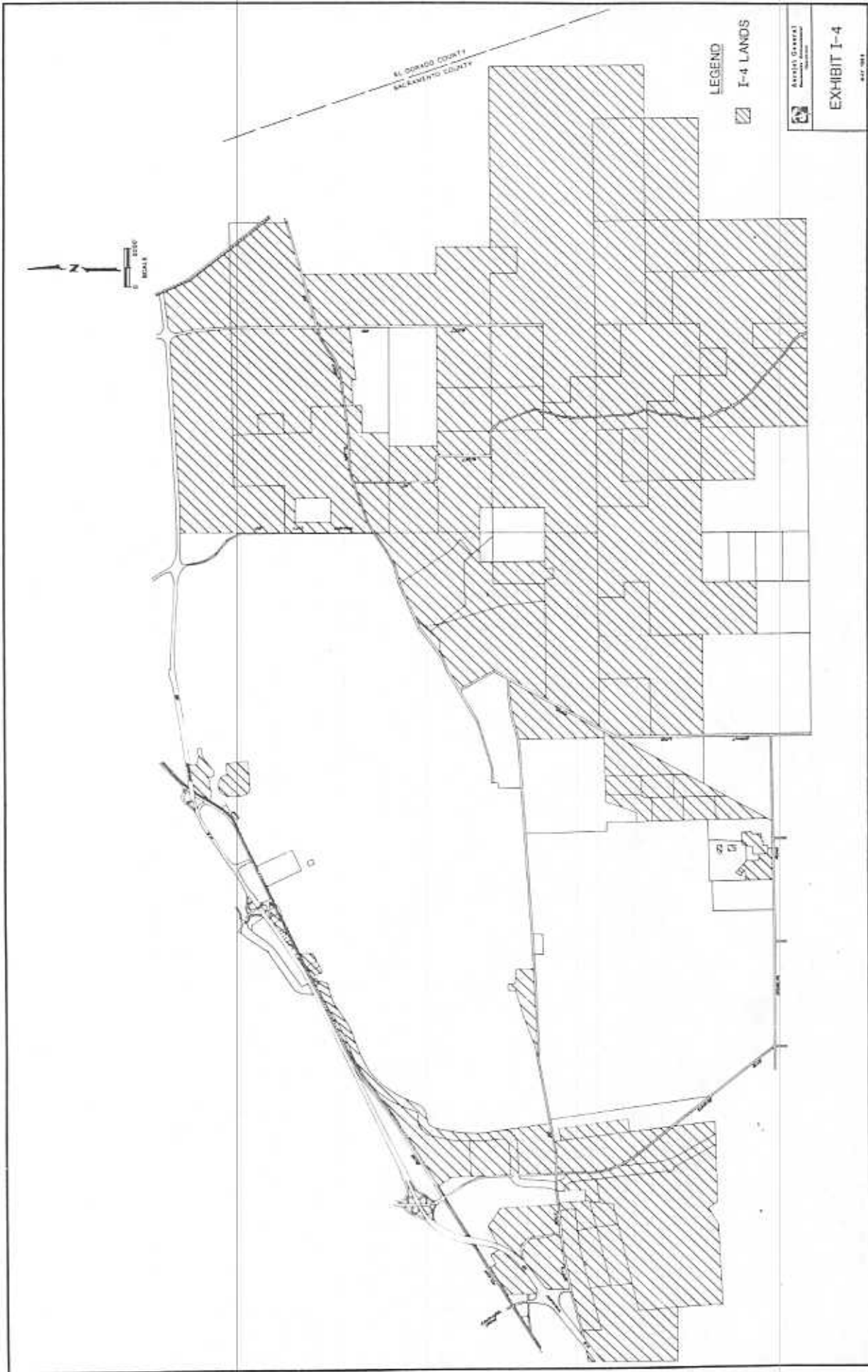
1 (ii) Aerojet or Plaintiffs discovers such
2 release or threat of release of hazardous substances while
3 taking action pursuant to this Decree.

4 (2) The Aerojet Site is defined as that land for
5 which Aerojet is responsible pursuant to Subparagraph 5(A) (1).

6 (B) (1) Where other hazardous substances are within an
7 Aerojet plume, Aerojet's responsibility for an action under
8 this Paragraph shall extend to such other hazardous substances
9 within the Aerojet plume to the extent the presence of such
10 substances in the Aerojet plume results in harm to public
11 health or the environment not divisible from the harm, if any,
12 resulting from the Aerojet plume.

13 (2) For purposes of this Subparagraph, "Aerojet
14 plume" means hazardous substances migrating in ground water
15 from a source for which Aerojet is responsible pursuant to
16 Subparagraph 5(A) (1) and "other hazardous substances" means
17 hazardous substances migrating in ground water from a source
18 for which Aerojet is not responsible pursuant to
19 Subparagraph 5(A) (1).

20 (C) Aerojet has conducted a Stage 1 Remedial
21 Investigation (RI) to determine the nature and extent of
22 public health or environmental problems, if any, presented by
23 the release or threat of release of hazardous substances into
24 soils, surface waters, sediments, ground water and air,
25 addressing migration of hazardous substances therefrom, if
26 any, including migration into the American River. With
27 respect to source areas, the Stage 1 RI addressed those areas
28



ORIGINAL ON FILE WITH THE COURT
REDUCED FROM ORIGINAL-DO NOT SCALE

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